

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B7400260

PRINT DATE: 09/19/18

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: SNOWPLOW TECHNOLOGIES LLC 29525 CHAGRIN BLVD STE 214 CLEVELAND, OH 44122 (216)282-1766	REFER QUESTIONS TO: STACEY POLLITT (410)767-3002 STACEY.POLLITT1@MARYLAND.GOV	
ITB: 001IT820422	EXPR DATE: 11/30/19 POST DATE: 12/20/16	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
FOR
HYBRID CUTTING EDGES/BLADES

THIS IS A STATEWIDE CONTRACT FOR HYBRID CUTTING EDGES/BLADES FOR THE STATE OF MARYLAND FACILITIES.

SCOPE OF THE CONTRACT:

THE TERM OF THIS CONTRACT IS THREE (3) YR W/TWO (2) ONE (1) YR RENEWAL OPTIONS 12/20/2016 - 11/30/2019.

VENDOR: SNOWPLOW TECHNOLOGIES
VENDOR CONTACT: KATIE KINKORF
VENDOR NUMBER: 216-282-4766
VENDOR EMAIL: INFO@SNOWPLOWTECHNOLOGIES.COM

PRODUCT ACCEPTABILITY SHALL BE A SOLE DISCRETION OF THE STATE OF MARYLAND. STATE OF MARYLAND SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEED THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

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TERMS (cont'd):

FOLLOWING DELIVERY AND ACCEPTANCE OF ALL PRODUCTS, SNOWPLOW TECHNOLOGIES SHALL SUBMIT AN ORIGINAL INVOICE ORDERING AGENCY.

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS REQUIRED" BASIS.

PAYMENT

PAYMENT TERMS TO BE NET, 30 DAYS. THE CONTRACTOR SHALL SUBMIT AN INVOICE TO AGENCY NO LATER THAN 15 DAYS AFTER DATE OF DELIVERY. ALL PRICES ARE TO BE DELIVERED F.O.B. CUSTOMER'S LOCATION. PRICE LISTED ON THE CONTRACT INCLUDES ALL FIXED COSTS PER BLADE FOR FURNISHING AND DELIVERING THE EQUIPMENT TO THE LOCATIONS.

THE VENDOR MUST COMPLY WITH ALL FEDERAL AND STATE REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF CONTRACT AWARD.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE

SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

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TERMS (cont'd):

ELECTRONIC TRANSACTION FEE:

- A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
- B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE PROGRAM MANAGER, LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV, AND TO EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.
- C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.
- D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE MARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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SNOW PLOW CUTTING EDGES HYBRID

RUBBER, CERAMIC AND STEEL HYBRID BLADE
THE RUBBER CUTTING EDGE SHALL CONFORM TO THE FOLLOWING
CHARACTERISTICS:

1. THICKNESS IN WEAR AREA +/- 50MM, TOLERANCE +/- 2MM
2. HEIGHT IN WEAR AREA MINIMUM- 60MM
3. RUBBER MUST ENCAPSULATE CERAMIC INSERTS ENTIRELY WITH THE EXCEPTION OF THE BOTTOM OF THE CUTTING EDGE.

CERMIC INSERTS

1. HARDNESS MINIMUM- 15,000 MPA USING VICKERS HV10 SCALE
2. FLEXURAL STRENGTH- MODULUS OF RUPTURE (MR) MUST EXCEED 300 MPA
3. AVERAGE GRAIN SIZE- 2 - 8 μ M (MICROMETERS)
4. DENSITY MINIMUM- 3.65 G/CM³

FINISHED BLADES

OVERALL BLADE DIMENSIONS:

1. OVERALL BLADE HEIGHT 197MM (TOLERANCE +/- 2MM)
2. OVERALL BLADE THICKNESS 50MM (TOLERANCE +/- 2MM)
3. AS A RESULT OF VARYING PLOW WIDTHS, THE OVERALL BLADE LENGTH WILL BE BASED ON INDIVIDUAL AGENCY PLOW REQUIREMENTS, HOWEVER THE FOLLOWING SECTIONS MUST BE PROVIDED AS STANDARD SECTIONS:
 - A. 3' (36")
 - B. 4' (48")
 - C. 5' (60")

ALL BLADES SHALL BE STRAIGHT AND FREE FROM FLAWS AND DEFECTS.
THE BLADES MUST HAVE A STEEL MOUNTING AREA WHICH ENABLES MOUNTING
WITH AN IMPACT WRENCH AND WITHOUT ANY ADDITIONAL FIXING PLATE.

THE PERCENTAGE OF CERAMIC IN THE WEAR PART MUST BE MORE THAN 16% PER FOOT.

THE PERCENTAGE OF CERAMIC WITH CONTACT TO THE ROAD SHOULD NOT BE UNDER 19% PER FOOT.

EACH BLADE SECTION SHOULD BE STAMPED WITH THE NAME OF THE
MANUFACTURER AND ENGRAVED SERIAL/PART NUMBER FOR QUALITY AND
INVENTORY CONTROL PURPOSES.

_____ END OF ITEM LIST _____

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TERMS (cont'd):

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE